

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

SONIA NOEMI FLORES RIOS

DEBTOR

CASE NO: 08-06050 (ESL)

BANCO BILBAO VIZCAYA – ARGENTARIA

MOVANT

CHAPTER : 13

VS.

SONIA NOEMI FLORES RIOS

CHAPTER 13 TRUSTEE

JOSE RAMON CARRION MORALES

INDEX :

RESPONDENTS

MOTION FOR RELIEF OF STAY UNDER 11 USC SECTION 362

TO THE HONORABLE COURT:

THIS MOTION is filed on behalf of secured creditor BANCO BILBAO VIZCAYA – ARGENTARIA, appearing through the undersigned attorneys **Montañez & Alicea Law Offices:**

Movant requests this Honorable Court to relief the automatic stay in this case pursuant to Sections 362 (d) of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 4001 (a) and Local Bankruptcy Rule 9014.

The facts to sustain movant's request are herein stated:

1. Movant is the holder of a valid secured claim in the amount of \$121,500.00 as evidenced by a mortgage note dated August 08, 2005.

2. Movant has a valid security interest in the property described in the mortgage deed.

3. Movant has not received and has not been offered adequate protection for its interest in the property. Moreover, no post petition payments have been effected on the registered mortgage loan for the past two months.

4. The aforementioned loan has been in default for the past three months, and the arrears amount to \$3,107.86, including attorney fees and costs.

5. The successive itemized statement of this loan was furnished by Banco Bilbao Vizcaya – PR and is herein incorporated as Exhibit B.

a. PRINCIPAL BALANCE -----	\$119,151.89
b. POST PETITION ARREARS-----	2,607.86
c. ATTORNEY FEES AND COSTS---	500.00
TOTAL AMOUNT DUE	\$122,259.75

6. Debtor's failure to comply with the installments due on the mortgage is an unreasonable delay which is prejudicial to creditor and is sufficient cause to entitle BANCO BILBAO VIZCAYA -PR to relief from the automatic stay.

7. Debtors' confirmed Chapter Thirteen plan provides for direct post-petition payments to secured creditor BBV.

8. In this case scenario, debtor has failed to disburse post petition payments to the secured creditor for a period of three months. Debtor's default warrants relief from stay pursuant to this Courts' definition of cause (Section 362 (d)(1)) as stated at In the matter of Sierra, 73 BR 372.

9. Debtor has failed to provide adequate protection to this secured creditor omitting the payments for the regular installments and to cure arrears within reasonable time, 11 U.S.C., 361.

10. Should this Honorable Court enter an order lifting the stay in favor of movant, creditor hereby requests the withdrawal of the proof of claim filed as to the mortgage.

11. Mr. **Alejandro Oliveras Rivera**, the Standing Chapter Thirteen Trustee will be summoned in his official capacity.

WHEREFORE, BANCO BILBAO VIZCAYA -PR prays to this Honorable Court to grant the relief from the automatic stay so as to permit movant to commence the foreclosure proceedings in the State Court.


CERTIFICATE OF SERVICE: I hereby certify that a true and correct copy of this Motion and all attachments here to have been mailed to debtors **Sonia Noemi Flores Rios**, PMB Po Box 4956, San Juan, PR 00726; to debtor's attorney **Roberto Figueroa Carrasquillo, Esq.**, Po Box 193677, San Juan, PR 00919-3677; and to the U.S. Chapter Thirteen (13) Trustee, **Jose Ramon Carrion Morales, Esq.**, Po Box 9023884 San Juan, Puerto Rico 00902-3884, by certified mail, with return receipt.

In San Juan, Puerto Rico, this 06th days of July 2011.

MONTAÑEZ & ALICEA LAW OFFICES
500 MUÑOZ RIVERA AVENUE
EL CENTRO I - SUITE 211-214, HATO REY, P.R. 00918
TELEPHONE: 756-6600 - FACSIMILE: 756-6829
quiebra@prw.net

/s/ María S. Jiménez Meléndez
MARIA S. JIMENEZ MELENDEZ
USDC-PR 206104

STATEMENT OF ACCOUNT

DEBTOR:		SONIA NOEMI FLORES RIOS		BPPR NUM:		1380	
BANKRUPTCY NUM:		08-06060SEK		FILING DATE:		09/16/08	
SECURED LIEN ON REAL PROPERTY							
Principal Balance as of		04/01/11				113,533.57	
Accrued Interest from		03/01/11		to 07/31/11		3,370.53	
Interest:	7.125%	Accrued num. of days:	150	Per Diem:	22.470186		
Monthly payment to escrow							
Hazard	\$0.00	Taxes	\$0.00	MIP	\$0.00		
A&H	\$0.00	Life	\$0.00				
Total montly escrow		\$0.00	Months In arrears	4	Escrow In arrears	0.00	
					Accrued Late Charge:	696.05	
Advances Under Loan Contract:							
Title Search	\$45.00	Tax Certificate	\$0.00	Inspection	\$0.00	245.00	
Other	\$200.00						
Legal Fees:						1,306.54	
Total amount owed as of		07/31/11				119,151.89	
AMOUNT IN ARREARS							
PRE-PETITION AMOUNT:							
1	payments of	\$842.00	each one	842.00			
accumulated lated charges				614.19			
Advances Under Loan Contract:							
Title Search	\$45.00	Tax Certificate	\$0.00	Inspection	\$0.00	245.00	
Other	\$200.00						
Legal Fees						1,306.54	
A = TOTAL PRE-PETITION AMOUNT						3,007.73	
POST-PETITION AMOUNT:							
3	payments of	\$842.00	each one	2,526.00			
Late Charge				81.86			
B = TOTAL POST-PETITION AMOUNT						2,607.86	
A + B = TOTAL AMOUNT IN ARREARS						5,615.59	
OTHER INFORMATION							
Next pymt due	04/01/11	Interest rate	7.125%	P & I	\$818.57	Monthly late charge	\$40.93
Investor	BANCO BILBAO VIZCAYA		Property address	URB EL ENCANTO J5 CALLE CINDYA JUNCOS, P. R. 00731			
<p>The subscribing representative of Banco Bilbao Vizcaya declares under penalty of perjury that according to the information gathered by Banco Bilbao Vizcaya the foregoing is true and correct.</p>							
 BANCO BILBAO VIZCAYA				07/06/11 DATE			

SACCTFHA

NOTE

PAGARE

US \$121,500.00

San Juan, Puerto Rico
City (Ciudad)

8 de agosto de 2005

---FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to---
---POR VALOR RECIBIDO, el (los) suscritor(es) ("Deudor") promete(n)---

pay to MASTER MORTGAGE CORPORATION
pagar a MASTER MORTGAGE CORPORATION

or its order the principal sum of ONE HUNDRED AND TWENTY ONE THOUSAND AND FIVE HUNDRED

o a su orden, la suma principal de CIENTO VEINTIUN MIL QUINIENTOS

Dollars, with interest on

Dólares, con intereses

the unpaid principal balance from the date of this note, until paid, at the rate of 7.125%
sobre el balance insoluto de principal desde la fecha de este Pagare hasta su pago a razón del 7.125%

percent per annum. Principal and interest shall be payable at San Juan, Puerto Rico,
por ciento anual. El principal e intereses serán pagaderos en o en cualquier

or such other place as the Note holder may designate in writing, in consecutive
lugar que el tenedor de este Pagare indique por escrito, en plazos mensuales y

month installments of Eight Hundred and Eighteen Dollars and Fifty Seven cents
consecutivos de Ochocientos Dieciocho Dólares con Cincuenta y Siete centavos

(US \$818.57), on the first day of each month beginning
(US \$ 818.57), en el primer día de cada mes comenzando el

the first of September, 2005, and a final payment of Ninety One Thousand One Hundred and Eighty Four Dollars and Fifty Three Cents (\$91,184.53)
primero de septiembre, 2005, y un pago final de Noventa y Un Mil Ciento Ochenta y Cuatro Dólares con Cincuenta y Tres centavos (\$91,184.53)

evidenced hereby is fully paid except that any remaining indebtedness if not sooner paid,
evidenciada por el presente, excepto que la deuda restante, si no ha sido pagada antes,

shall be due and payable on the first day of August 2020
quedará vencida y pagadera en el día primero de agosto, 2020

---If any monthly installment under this Note is not paid when due and remains
---Si cualquier plazo mensual bajo ese Pagare no es pagadero cuando venza y permanece

unpaid after a date specified by a notice to Borrower, the entire principal amount
impagado luego de la fecha especificada en a notificación al Deudor

outstanding and accrued interest thereon shall at once become due and payable at the
la suma total de principal pendiente de pago e intereses acumulados sobre la misma quedarán

option of the Note holder. The date specified shall not be less than thirty days from the date
inmediatamente vencidas y pagaderas a opción del tenedor de este Pagare. La fecha

such notice is mailed. The Note may exercise this option to accelerate during
especificada no será anterior a treinta días a partir de la fecha de envío por correo

any default by Borrower regardless of any prior forbearance. If suit is brought to collect-----
de dicha notificación. El tenedor de este Pagaré podrá ejercitar esta opción de aceleración-----

this Note, the Note holder shall be entitled to collect in such proceeding the agreed-----
durante cualquier período de morosidad, aunque antes haya sido indulgente. De radicarse procedimiento--

and liquidated amount of ten percent of the original principal hereof to cover costs and expenses--
judicial para el cobro de este Pagaré, el tenedor tendrá derecho a cobrar en dicho procedimiento la suma---

of suit, including but no limited to, attorney's fees.-----
pactada y líquida de diez por ciento de la suma original de principal del presente para cubrir las costas y gastos de
dicho procedimiento, incluyendo, sin implicar limitación, honorarios de abogado.-----

---Borrower shall pay to the Note holder a late charge of 5 percent of any monthly-----
---El Deudor pagará al tenedor de este Pagaré un cargo por pago atrasado de 5 por ciento de cualquier-----

installment not received by the Note holder within fifteen days after the installments is-----
plazo mensual que no sea recibido por el tenedor de este Pagaré dentro de quince días después-----

due. Borrower may prepay the principal amount outstanding in whole or in part. The Note-----
de la fecha de vencimiento de dicho plazo. El Deudor podrá pagar por anticipado la totalidad o parte del--

holder may require that any partial prepayments (i) be made on the date monthly installments----
balance insoluto del principal. El tenedor de este Pagaré podrá requerir que cualesquiera pagos parciales--

are due (ii) be in the amount of that part of one or more monthly installments which would-----
(i) sean hechos en la fecha en que venzan plazos mensuales y (ii) sean por la cuantía de aquella parte de---

be applicable to principal. Any partial prepayment shall be applied against the principal amount--
uno o más plazos mensuales que serían aplicables al principal. Cualquier pago parcial por anticipado será aplicado--

outstanding and shall not postpone the due date of any subsequent monthly installments-----
contra el principal insoluto y no pospondrá el vencimiento de cualquier plazo mensual, ni cambiará-----

or change the amount of such installments, unless the Note holder shall otherwise agree in writing.-----
el monto de dichos plazos, a menos que el tenedor de este pagaré acuerde lo contrario por escrito.-----

If, within five years from the date of this Note, the undersigned makes-----
Si dentro de cinco años desde la fecha de este Pagaré, los suscribientes hacen cualquier-----

any prepayments in any twelve month period beginning with the date of this Note or anniversary-
pago anticipado en cualquier período de doce meses comenzando con la fecha de este Pagaré o la de sus aniversarios

dates thereof ("loan year") with money lent to the undersigned by a lender other-----
(año del préstamo) con dinero prestado a los suscribientes por un prestador que no sea el tenedor del-----

than the holder hereof, the undersigned shall pay the holder hereof (a) during the-----
presente, los suscribientes pagarán al tenedor del presente (a) durante el-----

first loan year, 3 percent of the amount by which the sum-----
primer año del préstamo, 3 por ciento de la cuantía por la cual el total de los pagos anticipados-----

of such prepayments made in any such loan year exceeds twenty percent of the original-----
hechos en cualquiera de dichos años del préstamo exceda al veinte por ciento de la cantidad original-----

principal amount of this Note and (b) during the second and third loan years,-----
del principal de este Pagaré y (b) durante el Segundo y tercer año del préstamo-----

SNFR

2 percent of the amount by which the sum of prepayments made in such loan year-----
2 por ciento de la cuantía por la cual el total de los pagos anticipados hechos en cualquiera de dichos años-----

exceeds twenty percent of total the original principal amount of this note and-----
del préstamo exceda al veinte por ciento de la cantidad original del principal de este Pagaré y-----

(c) During the Fourth and Fifth loan year ----- 1 percent of the amount of which the-----
(c) Durante el cuarto y quinto año del Préstamo, 1 por ciento de la cuantía por la cual-----

sum of prepayments made in such loan year exceeds twenty percent of the original-----
el total de los pagos anticipados hechos en dicho año de préstamo exceda al veinte por ciento de la cantidad original-----

principal amount of this Note.-----
del principal de este Pagaré.-----

----- Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties,---
-----Por la presente se renuncian los derechos de presentación o aviso de rechazo, protesto por todos los otorgantes

guarantors and endorsers hereof. This Note shall be the joint and several obligations of all makers,-----
fiadores, garantizadores y endosantes del presente. Este Pagaré constituye obligación solidaria de todos sus otorgantes,-----

sureties, guarantors and endorsers and shall be binding upon them and their heirs, personal-----
fiadores, garantizadores y endosantes y les obliga así como a sus herederos, representados,-----

representatives, successors and assigns.-----
sucesores y cesionarios.-----

---Any notice to Borrower provided for in this Note shall be given by mailing-----
---Cualquier notificación al Deudor dispuesta en este Pagaré deberá ser enviada-----

such notice by certified mail addressed to Borrower at the Property Address stated below,-----
por correo certificado dirigida al Deudor a la dirección de la Propiedad que abajo se indica-----

or to such other address as Borrower notifies the Note holder. Any notice to the Note holder shall be-----
o a cualquier otra dirección que el Deudor designe mediante notificación al tenedor de este Pagaré.-----

given by mailing such notice by certified mail, return receipt request, to the Note holder at-----
tenedor de este Pagaré deberá ser enviada por correo certificado, con acuse de recibo, al tenedor de esta Pagaré-----

the address stated in the first paragraph of this Note, or at such other address as may have been---
a la dirección indicada en el primer párrafo de este Pagaré, o a cualquier otra dirección-----

designated by notice to Borrower.-----
que se haya designado mediante notificación al Deudor.-----

----- The indebtedness evidenced by this Note is secured by a Mortgage, dated of even-----
----- La deuda evidenciada por este Pagaré está garantizada por una hipoteca, de fecha igual a la presente-----

date herewith, on property as indicated in Deed Number Forty Two (42) before the subscribing Notary.---
sobre propiedad según indicada en la Escritura Número Cuarenta y dos (42) ante el Notario subscribiente.-

El Encanto, J-5, Cindya St.
Juncos, PR 00731
Property Address

Sonia Noemi Flores Rios
SONIA NOEMI FLORES RIOS

Affidavit Number: 1351

(Executed Original Only)
(Otórguese el original únicamente)

---Acknowledged and subscribed before me by the above signatories, of the personal-----
---Reconocido y suscrito ante mí por los arriba firmantes, de las circunstancias personales-----

circumstances contained in the Mortgage deed hereinbefore described, whom I-----
que se relacionan en la antes descrita escritura de hipoteca y a quién he identificado-----

have identified through driver's license number 1375343.-----
a través licencia de conducir con el número 1375343.-----

In San Juan, Puerto Rico this 8th of August, 2005-----
En San Juan, Puerto Rico hoy 8 de agosto de 2005-----

The above prepayment penalty shall not be enforced if this Note is sold by the holder hereof to
The Federal Home Loan Mortgage Corporation (FREDDIE-MAC), or the Federal National
Mortgage Association" (FANNIE-MAE).-----

La anterior penalidad por prepago no podrá ser ejercitada si este Pagaré es vendido por el tenedor de este Pagaré es
vendido por el tenedor de este Pagaré a la Federal Home Loan Mortgage Association (FANNIE-Corporation
(FREDDIE-MAC) o a la Federal National Mortgage Association" FANNIE-MAE).-----



[Signature]
Notary Public

PAY TO THE ORDER OF:
<u>BANCO BILBAO VIZCAYA ARGENTARIA</u>
WITHOUT RECOURSE MASTER MORTGAGE CORP
BY: <i>[Signature]</i>

ESTUDIOS DE TITULO
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748-1130 / 761-3012 • FAX (787) 748-1143

Este documento es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

ESTUDIO DE TITULO

CASO: BUFETE MONTANEZ & ALICEA

RE: 2172-PRH
POR: LIXIE

FINCA NUMERO: 12,089, inscrita al folio 57 del tomo 320 de Juncos, sección II de Caguas.

DESCRIPCION:

URBANA: Solar radicado en la Urbanización El Encanto, localizada en el Barrio Mamey del termino municipal de Juncos, Puerto Rico, con numero, área y colindancias que se relacionan a continuación: Solar #5 del bloque J, área de **300.15 metros cuadrados**. En lindes por el **NORTE**, en una distancia de 13.05 metros lineales con los solares #22 y #23 del mismo bloque; por el **SUR**, en distancia de 13.05 metros lineales con la calle #7 de la Urbanización; por el **ESTE**, en distancia de 23.00 metros lineales con el solar #6 del mismo bloque y por el **OESTE**, en distancia de 23.00 metros lineales con el solar #4 del mismo bloque.

Enclava Edificación.

DOMINIO:

La finca consta inscrita a favor de SONIA NOEMI FLORES RIOS, soltera, quien adquiere por compra que hiciera a Rafael Angel Umpierre Candelaria e Iris Yadira Sánchez Pedraza, por el precio de \$135,000.00, según consta de la escritura #41, otorgada en San Juan, el 8 de agosto de 2005, ante el Notario Raúl Vázquez Rodríguez, inscrito al folio 57 del tomo 320 de Juncos, finca #12,089, inscripción 4ta.

GRAVAMENES:

I. Afecta por su procedencia a:

Servidumbre a favor de Autoridad de Energía Eléctrica
Servidumbre a favor de Puerto Rico Telephone Company
Servidumbre a favor del Municipio de Juncos
Condiciones Restrictivas

II. Afecta por sí a:

1. **HIPOTECA:** En garantía de un pagaré a favor de Master Mortgage Corporation, o a su orden, por la suma de \$121,500.00, intereses al 7.125% anual y a vencer el 1 de agosto del año 2027, según consta de la escritura #42, otorgada en San Juan, el 8 de agosto de 2005, ante el Notario Raul Vázquez Rodríguez, inscrito al folio 57 del tomo 320 de Juncos, finca #12,089, inscripción 5ta.

REVISADOS:

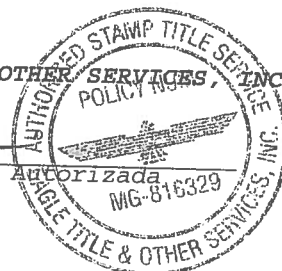
Registros de Embargos, Sentencias, Contribuciones Federales y Cuaderno de Bitácora Electrónica, el día 12 de junio de 2008.

NOTA: Esta sección tiene establecido un Sistema de Bitácora Electrónica. No nos hacemos responsables por errores y/u omisiones que cometa el empleado del Registro, en la entrada y búsqueda de datos en el mismo.

EAGLE TITLE AND OTHER SERVICES, INC.

Firma Autorizada

ag/qd





Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
FLORES RIOS	SONIA NOEMI	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National

Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:RH70BURFK9